VIRGINIA EMPLOYMENT COMMISSION

MEMORANI	DUM TO:					DATE	1/25/2007
Florida	X	North Carolina	<u>X</u>	Kentucky	X	Pennsylvania_X_	
Texas	_X_	South Carolina	X	West Va.	X	Maryland X	
Georgia	<u> </u>	Puerto Rico	<u>X</u>	Delaware	<u>X</u>	Other Alabama	
FROM:	Virginia E P. O. Box	rvices Manager Employment Com x 1358 d, Virginia 23211	mission				
SUBJECT:	Request	for Extension of (Clearance (Order No.	VA 601	2871	
Extension is	requested	for the 1	_cop(ies)	of the order wh	nich is/a	are attached,	
dated	1,	/ <u>25/2007</u> for (No	6 o. of Openi	ngs) Farm	nworke (C	r, Vegetable II 402-687	7-010 Code)
to be sent to	the offices	of your choice.					
COMMENTS	: Please ii	ndicate below the	e action tak	en by your offic	ce.	(signature)	naham * * * * *
						DATE	
The above re	quest has	been reviewed a	nd action ta	aken as indicat	ed belo	ow:	
	ACCEPTE	EDLoc	cation(s) to	which extend:			
	REJECTE	EDRea	ason for Re	ejection:			
	COMMEN	ITS:					
Number of ad	lditional co	pies required.					
						(signature)	

Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2006 1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Industry Code / Código de Industria Job Order # / No. Orden de Empleo Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) 601287 Belvedere Plantation, INC. Occupational Title and Code /Título Ocupacional y Código 1410 Belvedere Drive Farmworker Vegtable II 402.687.010 Fredericksburg, Virginia 22408 (540)373-4478 Clearance Order Issue Date / Fecha de Tramite: 2. Location and Direction to Work Site / Dirección del lugar de trabajo Job Order Expiration Date / Fecha de expiración: 1410 Belvedere Drive 6. Anticipated Period of Employment / Periodo Anticipado de Empleo Fredericksburg Virginia 22408 From/ Desde: 3/16/2007 To / Hasta 11/14/2007 6 mile southeast of Fredericksburg on Rt. 17 (see attachment / para más detalles vea 1) 7. No. of Worker's Requested / No. de Trabajadores Pedidos 8 3. Location and Description of Housing / Dirección y Descripción de la Vivienda 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 1410 Belvedere Drive Sunday / Domingo 0 Wednesday / Miercoles Fredericksburg Virginia 22408 Monday / Lunes Thursday / Jueves Tuesday / Martes Friday / Viemes single story frame house Saturday / Sabado 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes 🛛 No 🔲 (see attachment / para más detalles vea 1) Local Office/Oficina Local Yes 🗌 No 🔯 4. Board Arrangements / Arreglo de Alojamiento In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from store at least once a week for supplies (for worker for whom housing must be provided) (see attachment / para más detalles vea 1) 5. Referral Instructions / Instruciones para el Referimiento de Candidatos The employer or agent agrees to interview referrals from all sources. Employer agrees to interview all US workers referred by the Virginia Employment Commission local office or by supply states who have been screened by such employment services for: 1. Availability for the entire season Have transportation to job site 3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment. (see attachment / para más detalles vea 1) 10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Plants, cultivates and harvests vegtables, fruits, organically grown small grains and straw. Works on planter, plants roots, seeds and bulbs. May spread plastic or other ground covering. Weeds, plants, and thins. Transplants plants riding on transporter or by hand. May set poles or wires for vine plants. Picks, cuts, lifts, or pulls crop to harvest them. May tie vegtables in bucnches or top them. May assist with irrigation. May operate and help maintain tractors or hand operated equipment. May assist with general farm building maintainance. Work in equipment operation will be expected. (see attachment / para más detalles vea 1) 10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] planta, cultiva, y cosecha vegtales (verduras), fruta, trigo (cereales) y paja crecidos bioloicamente. Trabaja el la plantadora, planta raices, semillas y bulbos (camotes). Podria extender plasticos o otras cuberturas de suelo (superficie). Deshacerse (cortar) de malas hierbas, mermar (entesacar), y plantar. Transportar plantas, ir sobre la transplantadora o por mano. Podria poner plaos(postes) y alambres para plantasde vid. Coge, corta, levanta, o jala cultivo para cosecharlos. Podría atar la verdura en manojoso descabezarlos. Podría ayudar con la irrigación. Podria operar y ayudar a mantener los tractores o equipo de mano. Podria ayudar con el matenimiento de la construccion general de la granja(finca). Trabaja el la operacion de equipo se espera de los trabajadores. (see attachment / para más detalles vea 1) 11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (Rebajas) Crop Activities / Cultivos Hourly Wage Piece Rate / Unit(s) Special Pay (bonus, etc.) Pay Period Deductions / YES NO Salario por Hora Pago por Pieza / Unidad(es) Pagos Especiales (Bono, ect.) Deducciónes SI Periodo de Pago planting, soil \$8.51 \$ Social X Weekly / preperation, cultivate, Semanal harvest \$ \$ Federal Tax χ Impuestos Federales \$ \$ State Tax Impuestos Bi-weekly / χ Estatales cada 2 sem. \$ \$ Meals (comidas) X \$ Other (specify)/ Otro Other / Otro Х More Details About the Pay/Más Detailes Sobre el Pago (see attachment / para más detalles vea 12. Transportation Arrangements / Arregios de Transportación (Please explain) For workers that complete the 50% contact period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsitance from the place from which the worker came to work for the employer to the place of employment. Subsitence will be in accordance with current rates published in the federal register (for workers with and without receipts). The amount of reimbursement for transportationshall be the workers actualk cost, but no more than the most economical and reonable similar common carrier transportation charges for the distance involved. See attachment item 12 for explination. (see attachment / para más detalles vea 13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agicolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si 🔲 No 🔯 If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad? 14. Unemployment Insurance provided / Seguro por Desempleo: \boxtimes Yes \square No 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes 🖾 No 🔲

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such

No 🔲

Yes 🖂

arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") none

- 18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/
 Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
 none.
- Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
 Virginia Employment Commission
 14243 Historyland Highway

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Will Jacobs

Warsaw Virginia 22572
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Titulo del Empleador

804-333-5565

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the employer's work rules; the employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker, if he is not a US worker because a US worker makes himself available for the job under DOL 50% rule.

A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

Attachment 1 to Belvedere ETA 790 page 2

contact the employer directly and advise the employer of the referral or referrals. When possible, a translator will be made available. Interviews, either in person or by telephone, will be conducted by the employer during the hours of 9:00 AM to 4:00 PM, Monday through Friday. Employer will interview the person during the above mentioned hours if necessary.

Order holding office:

Virginia Employment Commission
14243 Historyland Hmy.
P.O. Box 167
WARSAW, Virginia 22572
(804) 333-3675

Employer's agent agrees to interview all US workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

- 1. Availability for entire season
- 2. Have transportation to job site
- 3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. law. All workers hired under this job order must demonstrate eligibility to work legally in the U.S. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the U.S. when referred to this order and at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Item 8. Work Week

The work day is from 7:30 AM until 3:30 PM Monday through Friday and 8:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5/day on Saturday). The worker may be requested to work as much as 12 hours per day and/or on the Sabbath, depending on

Attachment 1 to Belvedere ETA 790 page 3

weather and other conditions. Extreme heat, cold or drought may affect working hours. Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Jobs offered are work on a diversified crop farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Crops grown include pumpkins, strawberries, corn, organically-grown small grains, soybeans and gourds. Workers may work on planters, planting seeds and transplanting seedlings. Workers may cultivate and weed as needed and assist with irrigation and fertilization. Assist in the production of organic compost and related activities. Workers must also stake/tie plants. Workers will trellis and prune plants. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants.

Work is to be done in the field for long periods of time. Workers are expected to perform duties including boxing, weighing and loading of crops. Workers may assist in loading of trucks with boxed produce weighing from 50 to 60 pounds and lifting to a height of 5 feet.

In addition to the above activities workers may be required to perform variable general tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, laying plastic, weeding and other tasks related to farming.

Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other farm and packing house equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing.)

Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available for the entire period

Attachment 1 to Belvedere ETA 790 page 5

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. FICA and FUTA deductions will be made for individual workers as applicable.

Employer will provide workers' compensation at no cost to workers covering injury and disease arising out of and in the course of worker's employment. Proof of worker's compensation insurance will be provided to Regional Administrator prior to certification date.

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimbuse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts.) The amount of the reimbusement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the worker are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which

: Attachment 1 to Belvedere ETA 790 page 6

makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for covered employees.

<u>Assurances</u>

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

Workers Compensation Insurance

Carrier: Manry-Rawls Corporation

Policy: WC P9000433

APPLICATION FOR CONDITIONAL ENTRY

E.S. Representative	Date
	Date
I expect my housing to be occupied by March 1	6, 200 ๆ
I also authorize representatives of the State Emp Department and/or the US Employment and Tra- housing that I am offering such workers at any re-	ning Administration to income at the
As a condition to placing my order into clearance 30 days prior to occupancy, my housing will me Labor.	ce, I <u>, Belvedere Plantation</u> , certify that eet standards of the US Department of
I hereby request permission for conditional ent system so that my job order can be transmitted to facilitate the recruitment of supply workers. USDOL regulations in <u>2006</u> but, because of at this time.	to labor supply states in a timely manner
I, <u>Belvedere Plantation</u> , as the employer CFR 655.103 and 20 CFR 653.501.	, agree to abide by the regulations at 20

We expect the total number this/these crop activities to be workers for which certification is numbers are estimates only as total conditions and worker availability	10 requested I workford	, of which and the balance	8 will be	will be H-2A

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 60 2	178	1. NUMBERO DE LA ORDER:_	6012871
2. NAME OF EMPLOYER:	reclese Pointation	2. NOMBRE DEL EMPLEADOR	- 1 A
3. LOCATION OF EMPLOYER A (See ES 338)	AND DIRECTIONS:	3. LUGAR Y DIRECCION DEL E (See ES 338)	EMPLEADOR:
4. PERIOD OF EMPLOYMENT: FROM 3/16/07 to 11/14/07 5. WORK SCHEDULE: HOURS PER DAY 7 DAYS F	PER WEEK <u>6</u>	4. PERIODO DE EMPLEO: DEL 3/4/07 al 11/14/07 5. HORARIO DE TRABAJO:	
6. CROP AND PAY: CROP: veget: HOURLY WAGE: \$8511 PIECE RATE: N/A 7. WORK TASKS TO BE PERFO planting, cultivating, harvesting	nour RMED:	HORAS POR DIA 7 NUMER SEMANA 6 6. COSECHA Y PAGO: COSECHA hortal SUELDO POR HORA \$8.54/ PAGA POR UNIDAD: N/A	iza hora
8. TRANSPORTATION PROVIDE FROM LABOR CAMP TO WORK Yes 9. HOUSING CAN ACCOMODAT	RK SITE AND RETURN	 7. LABORES A DESEMPENAR E plantar, cultivar, cosechar hortal 8. TRANSPORTACION PROVIST ENCAMPAMENTO TIASTA LOS TRABAJO Y VUELT. 	iza 'A: DESDE EL LUGAR M DE
INDIVIDUAL0_FAMILY 10. MEALS:	_	9. VIVENDA DISPONIBLE PARAINDIVIDUOS0FAMILLAS	•
PROVIDED: NO IF YES: COST PER DAY (See item 13 in Job Order) WORKERS MAY DO THEIR O	WN COOKING:	10. COMIDAS: PROVISTAS: NO SI SON PROVISTAS, EL COSTO P DIA SERA (Vea Num Trabajo)	
YES 11. DEDUCTIONS:	LN COVE VIT	LOS TRABAJADORES TIENEN QU COMIDAS: SI	JE COCINAR SUS
TYPE SOCIAL SECURITY	AMOUNT XXXXXX	11. DEDUCCIONES: CLASE	CANTIDAD
NCOME TAX	XXXXXX	SEGURO SOCIAL	XXXXXX
TRANSPORTATION TOOLS & EQUIPMENT	NONE NONE	IMPUESTOS SOBRE INGRESOS TRANSPORTACION HERRAMIENTAS Y MAQUINARIA	NO
CREWLEADER CHARGES	NONE		

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON

ESPECIFICADAS EN LA ORDEN DE TRABAJO

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

In order for you to be elible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION

4350

WIN.

14243 Historyland Huy. P.O. Box 67

During the period of ____

Any Job Service office will assist you in doing this.

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

VIRGINIA EMPLOYMENT COMMISSION 14243 History land Hwy. P.O. Box 67

P.O. Box 67

Wiesaw, Viewinia 22572

Durante el periodo el al

Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

COMMUNITY SERVICES

SPOTSYLVANIA COUNTY HEALTH DEPT.
'9104 COURTHOUSE ROAD
SPOTSYLVANIA, VA 22553
(540-582-7155)

DEPARTMENT OF SOCIAL SERVICES P.O. BOX 249
Hol Bart Building 9104 Courthouse Road Spotsylvania, VA 22553

EMERGENCY SERVICES

SPOTSYLVANIA COUNTY RESCUE SQUAD 6429 THORNBURG THORNBURG, VA 22565 (540-582-7101

FIRE DEPARTMENT

SPOTSYLVANIA COUTY FIRE DEPT 6429 THORNBURG THORNBURG, VA 22565 (540-582-2795

SHERIFF

SHERIFF OF SPOTSYLVANIA CO P.O. BOX 124 SPOTSYLVANIA, VA 22553 (540-5827115)

VIRGINIA STATE POLICE 3804 LOREN DRIVE FREDERICKSBURG, VA 22408 (540-891-4108)

HOSPITAL

MARY WASHINGTON HOSPITAL 1001 SAM PERRY BLVD. FREDERICKSBURG, VA 22408 (540- 899-1100)

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT 416 E. Main Street Suite 201 Charlottesville, VA 22902 (1-800-390-9983 or 804-296-8851)